

METROPOLITAN EXPOSITION-RECREATION COMMISSION

RESOLUTION NO. 43

Approving an agreement with Northwest Strategies, Inc./Ewe-Me & Co., Inc., for Oregon Convention Center Grand Opening Event Planner services.

The Metropolitan Exposition-Recreation Commission finds:

1. That the Commission's Grand Opening Committee solicited for the services of event planners through a Request for Proposal process.
2. The selection committee received and evaluated ten proposals, and interviewed three finalists.
3. The selection committee and Grand Opening Committee recommend the selection of Northwest Strategies, Inc./Ewe-Me & Co., Inc., as event planners for the OCC grand opening.

BE IT THEREFORE RESOLVED that the Commission hereby approves an agreement with Northwest Strategies/Ewe Me & Co. for Oregon Convention Center Grand Opening Event Planner services.

Passed by the Commission on January 17, 1990.

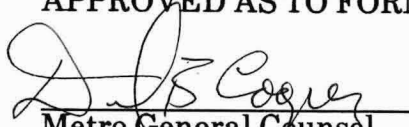


Chair



Secretary/Treasurer

APPROVED AS TO FORM:



Metro General Counsel

Agreement for Services

This agreement dated this 30th day of January, 1990, between the Metropolitan Service District, acting by and through its Metropolitan Exposition-Recreation Commission (hereinafter called "MERC"), in accordance with Commission Resolution No. 43 and Northwest Strategies, Inc., an Oregon corporation (hereinafter called "Contractor").

WITNESSETH

WHEREAS, this Agreement is exclusively for Personal Services;

now, therefore, it is mutually agreed as follows:

CONTRACTOR AGREES:

1. To provide services specifically to the Commission as described in the Scope of Work attached (Exhibit A).
2. To provide all services and materials in a competent and professional manner in accordance with the Scope of Work.
3. All applicable provisions of ORS Chapter 187 and 279 and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provisions were part of this Agreement, including but not limited to ORS 279.310 to 279.320. Specifically, it is a condition of the Agreement that Contractor and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws, Chapter 684.
4. To maintain records relating to the Scope of Work on a generally recognized accounting basis and to make said records available to the Commission at mutually convenient times.
5. To indemnify and hold the Commission, its agents and employees harmless from any and all claims, demands, damage actions, losses and expenses, including attorneys' fees, arising out of or in any way connected with its performance of the Agreement, with any patent infringement arising out of the use of Contractor's designs or other materials by the Commission and for any claims or disputes involving subcontractors.
6. To comply with any other "Contract Provisions" attached hereto as so labeled.

7. Contractor shall be an independent contractor for all purposes, and shall be entitled to no compensation other than the compensation provided for in this Agreement.

COMMISSION AGREES:

1. To pay Contractor a fee for services not to exceed \$77,800 and out-of-pocket expenses not to exceed \$9,000, when supported by acceptable invoice, as set forth in Exhibit B which is attached and made a part of this agreement. All billings will be itemized and submitted to the General Manager (or designee) at the first of the month, with payments to be received by Contractor within fifteen (15) days of receipt of billings.
2. To provide full information regarding its requirements for the Scope of Work.

BOTH PARTIES AGREE:

1. That the Commission may terminate this Agreement upon giving Contractor five (5) days written notice without waiving any claims or remedies it may have against Contractor.
2. That, in the event of termination, Commission will pay Contractor for services performed and materials delivered prior to the date of termination, but shall not be liable for indirect or consequential damages or any payment for management fees.
3. That, in the event of any litigation concerning this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and court costs on appeal to an appellate court.
4. That this Agreement is binding on each party, its successors, assigns and legal representatives and may not, under any condition, be assigned or transferred by either party.
5. That the grand opening for the Oregon Convention Center is scheduled as follows, except as may be modified by the Grand Opening Steering Committee:

Week of September 9th, 1990:

Media Preview Reception & Tour
Visitor Industry Service Employee Reception & Tour
Advisory Committee on Design and Construction Luncheon
Possible Visual Arts Unveiling
Possible Tri-Met Light Rail Station Dedication

Monday, September 17 - Trade Show Move-in

Tuesday, September 18 - Trade Show Move-in

Wednesday, September 19

6:00 - 7:30 pm Trade Show Preview & Reception
Possible Visual Arts Unveiling
7:30 - 10:00 pm Grand Opening Gala Dinner & Entertainment

Thursday, September 20

10:00 am Oregon Convention Center Dedication Ceremony
11:00 am Trade Show Opening - Ribbon Cutting
12:00 noon Dedicated Luncheon
Noon - 5:00 pm School & Public Tours
5:30 - 8:00 pm Portland Chamber of Commerce - Chamber after Hours
9:00 pm Trade Show Closes

Friday, September 21

11:00 am Trade Show Opens
12:00 noon POVA luncheon (OSAE/MPI/NAEM also)
Noon - 5:00 pm School & Public Tours
6:00 - 7:00 pm Airlift Reception
9:00 pm Fireworks Display
10:00 pm Trade Show Closes

Saturday, September 22

11:00 am Trade Show Opens
Noon - 9:00 pm Entertainment & Arts Potpourri
10:00 pm Trade Show Closes

Sunday, September 23

11:00 am Trade Show Opens
Noon - 9:00 pm Entertainment & Arts Potpourri
6:00 pm Trade Show Closes

6. That the term of this Agreement shall be from the date of this Agreement through October 1, 1990.

7. That this Agreement may be amended only the the written agreement of both parties.

Signed: *David Procter* Northwest Strategies, Inc.
Date: 1-30-90

Signed: *Stephen Oak* Metropolitan Exposition-Recreation
Date: 2/2/90
Commission

Signed: *TKL & Mum*
Date: 2-8-90

Attachments: A, Scope of Work; B, Payment Schedule

EXHIBIT A

SCOPE OF WORK

The Scope of Work for the event planner is summarized in the following tasks:

1. Work with and provide input to the event subcommittee in finalizing and embellishing the event schedule. Provide detailed event planning, coordination, and follow-through for all events in this schedule as directed by the grand opening steering committee.
2. Develop with the advertising and promotion subcommittee an advertising and public relations strategy for the entire grand opening schedule of event. Work with Metro and Metro ERC staff to implement this strategy, including assignment and monitoring of strategy implementation, development of collateral materials, etc. Also, develop a grand opening promotion effort with area merchants/businesses and local neighborhoods.
3. Develop a theme (colors, decorations, etc.) that will be incorporated into all grand opening events, particularly as it relates to advertising, decorating, special entertainment, and coordination with other participants such as the food service concessionaire.
4. Coordinate on- and off-site parking. Since the Convention Center offers only 900 parking spaces, the area's inventory of spaces will need to be coordinated to provide support (Coliseum, Lloyd Center, Lloyd District office lots, etc.). Develop a transit incentive program with TriMet to promote use of MAX (with its new Convention Center station) as access to the site for all grand opening activities.
5. Provide input to the budget subcommittee in their work to establish a budget for the overall grand opening effort. Assess with the committee possible revenue sources which may be tapped, and costs for carrying out the grand opening.
6. Provide support for the sponsorship subcommittee to identify opportunities for sponsorships. Staff the committee's effort to gain sponsorships for grand opening events.
7. Coordinate the ribbon cutting and dedication ceremony, including post-ceremony luncheon and entertainment. Included in this task is development of a detailed schedule for this event, invitations of VIPs and guests, program development, drafting of speeches, and coordination of all logistical support for the ceremony. In accomplishing this, work with the grand opening committee members to ensure that the center's many constituencies and individual supporters, including state and local elected officials, are involved and credited during the course of the program.

8. Implement public relations and promotions plans for specific events (for illustration, the fireworks display, dedication ceremony, media preview, etc.).

9. Assist the volunteer and logistics subcommittee on the overall schedule and logistical coordination. Work with the subcommittee to clearly identify responsibilities and assign tasks to various parties contributing to each grand opening event. Assist in the recruitment, training and scheduling of volunteers needed to staff the effort.

10. Coordinate the development of special entertainment features throughout the grand opening highlighting the best of Oregon, including the performing arts. Work with the dedication subcommittee on the development of a slide presentation tracing the history of the OCC project, and key individuals associated with the OCC project for dedication ceremony luncheon. Arrange for rental by the Commission of any special equipment needed for the entertainment events (i.e. theatrical lighting, special sound systems, etc.).

11. The contractor will be responsible for ongoing coordination with the Commission's grand opening committee and Commission staff and other parties involved in the grand opening effort. The event planner's role in this regard is anticipated as a contributor and participant in these meetings, with committee staffing functions handled by Commission staff. The contractor should anticipate meetings twice monthly with the grand opening steering committee, and a number of meetings with subcommittees and staff. Contractor agrees to comply with this commitment.

12. Compliance with MERC'S DBE/WBE goals and policies for contracting and hiring. In the conduct of this work program, the contractor will comply with all aspects of MERC's DBE/WBE goals and policies regarding contracting with disadvantaged businesses (DBE's) and women-owned businesses (WBE's). The contractor will reach the Commission's goals of subcontracting 7 percent of the contract amount to disadvantaged businesses and 5 percent of the contract amount to women-owned businesses or make a good faith effort as the term is defined in the Commission's disadvantaged business program as contained in the Commission's purchasing policies.

In both subcontracting and in hiring, the State law requires:

"In the construction and operations of the Oregon Convention Center ... the Metropolitan Service District [of which MERC is a subdivision] shall directly and through its contractors or agents, pursue a policy of providing first opportunity for available jobs to economically disadvantaged residents living in economically distressed neighborhoods in the immediate vicinity of the Convention Center site. The Metropolitan Service District shall, to the maximum extent possible, cooperate with local job training and economic

development agencies to identify, solicit and if necessary train such persons to qualify for and receive employment in connection with the construction and operation of the Oregon Convention Center..."

The Commission will require the Contractor to comply with this requirement in conduct of this work.

EXHIBIT B

PAYMENT SCHEDULE

Contractor agrees to a fee for services, not to exceed \$77,800 and out-of-pocket expenses not to exceed \$9,000, when supported by acceptable invoice, for providing event planning services for the Oregon Convention Center Grand Opening ceremonies. Payment schedule is outlined below:

February 1, 1990	\$ 10,000
February 15, 1990	\$ 10,000
March 1, 1990	\$ 8,650
April 1, 1990	\$ 8,650
May 1, 1990	\$ 5,250
June 1, 1990	\$ 5,250
July 1, 1990	\$ 10,000
August 1, 1990	\$ 10,000
September 1, 1990	<u>\$ 10,000</u>
Total	\$ 77,800

BILLING PROCEDURE

Progress payment billings should be submitted monthly (with the exception of the February 1 and 15 payments), accompanied by a progress report. All billings submitted will be subject to review and prior approval before reimbursement of invoices can occur.

Contractor agrees that out-of-pocket expenses will not exceed \$9,000 and may be submitted for review and approval every two (2) weeks. Out-of-pocket expenses include such items as clerical support, copying, printing, telephones, postage, messenger services, resource materials, publications and other similar expenses as outlined and documented.

Itemized billings for out-of-pocket expenses should be submitted twice a month for approval and payment.

All billings should be submitted to MERC, PO Box 2746, Portland, Oregon 97208. Any questions regarding billings should be addressed to Dominic Buffetta, Assistant Director, Finance and Administration, MERC, PO Box 2746, Portland, Oregon 97208.